

# <u>POLICY GGG – Personnel Policy: Non-Teaching Staff</u>

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## 1. **SCOPE**

This personnel policy applies to all non-instructional Peace Wapiti School Public Division employees to the extent that it does not conflict with legal contracts and collective agreements, Provincial Legislation or other Board policies. This policy applies to eligible full-time and part-time employees, except where otherwise stated.

This personnel policy is subject to review on an annual basis.

#### 2. APPOINTMENTS AND VACANCIES:

- a) Employees will be selected for a position on the basis of their qualifications, previous performance and experience as assessed against the requirements of the vacant position.
- b) If a position ceases to exist, the employee filling the position will be transferred to another position if another position is open and if, in the opinion of the receiving department / management, the employee has the necessary qualifications. In the

- event that all surplus employees of a department cannot be reassigned, each employee's performance and general effectiveness as determined by the previous supervisor, qualifications appropriate to the position and relevant experience will be used in determining layoffs. If all the above are equal, seniority with the Board will be used as the deciding factor. (This clause will also apply when a program or department ceases to exist.)
- c) Department supervisors and Principals are responsible for the staff and staffing of any position in that department/school subject to the policies of this manual. All staff must follow the Policy Manual.
- \* Generally, in the interest of developing career patterns, management may transfer an employee to a vacant non-supervisory position within his/her current area of responsibility only. For example, an Educational Assistant may not be transferred to an Administrative Assistant position unless the position was advertised and he/she was the successful candidate. However, if a transfer does not occur, the position shall be advertised internally throughout the jurisdiction. All new positions shall be advertised as open competitions except temporary positions of less than 3 months duration and temporary positions funded through Provincial or Federal programs.
- d) Supervisory titles:
  - i. Superintendent of Schools
  - ii. Deputy Superintendent of Schools
  - iii. Assistant Superintendent Education Services
  - iv. Assistant Superintendent Student Services
  - v. Secretary Treasurer
  - vi. Corporate Secretary
  - vii. Director of Transportation
  - viii. Director of Human Resources and Labour Relations
    - ix. Director of Facilities
    - x. Principals
  - xi. Information Technology Coordinator

#### 3. **SENIORITY**

- a) Seniority shall be used and applied in accordance with article 2(b). It shall not be used to "bump" another employee within the same or another department. However, when an employee is transferred from one department to another, seniority with the Board, in so far as annual vacations and all other fringe benefits are concerned, shall be retained by the employee.
- b) Any period of leave of absence of more than one month shall be deducted from the length of service in determining seniority
- c) Where an employee leaves the service of the Board and is later re-engaged, his/her seniority and other fringe benefits shall date from the time of his/her reengagement. (All service shall be recognized for the purposes of Long Service Awards).

# 4. <u>CLASSIFICATION, JOB DESCRIPTION AND PERFORMANCE EVALUATION</u>

- a) The duties of each employee shall be those assigned by the Supervisor and/or outlined in a job description.
- b) The classification of each position and salary rate will be determined on the basis of the duties and responsibilities assigned to the position by the Superintendent of Schools or designate.
- c) Each employee may have his/her performance assessed from time to time, at which time the employee and the Supervisor may complete a performance appraisal form. The employee will be rated on skill, knowledge, work habits, relationships with people, initiative, dependability, education, and where applicable, analytical and supervisory ability. This assessment should be regarded by both the employee and Supervisor as a constructive process. It serves to make the employee aware of both his/her strengths and weaknesses and provides a guide to improve the employee's performance. The evaluation should also include comments on both the employee's goals and the Supervisor's goals for the employee. A copy of each evaluation will be signed by and given to the employee with a copy filed in the employee's personnel file.
- d) The anniversary date for an employee on a grid system shall be his/her starting date in his/her present position.
- e) For employees on a grid system, increments may be withheld or delayed upon a recommendation from the Supervisor to the Superintendent of Schools or designate.
- f) Any wage increase or decrease must be approved by the Superintendent of Schools or designate within the guidelines set by the Board.
- g) All new employees are hired on a three to six month probationary period as determined by the Supervisor.
- h) An employee making application for a position with the Board may be required to pass a medical examination conducted by a qualified medical examiner appointed by the Board.

## 5. **WORKING HOURS**

Working schedules vary by department. Each Supervisor will set the working schedules subject to ratification by the Superintendent of Schools or designate.

#### 6. OVERTIME OR EXTRA TIME

- a) Any over or extra time worked must first be authorized by the Supervisor responsible for the budget expense.
- b) A monthly salaried non-supervisory employee may be requested by a Supervisor to work over or extra time, with compensation to be determined, usually in the

- form of time off calculated a rate of one and one half (1.5) hours off for each hour worked, prior to the over or extra time being worked.
- c) An hourly employee may be requested to work over or extra time by a Supervisor with the rate of pay to be in accordance with Alberta Employment Standards; usually at a rate of one and one-half (1.5) times regular rate normally after 8 hours per day and/or 44 hours per week. Time in lieu of pay may be taken at the request of the employee subject to the approval of the Supervisor.
- d) The Superintendent of Schools or designate may approve casual absence for supervisory, management or executive staff for the purpose of providing compensatory time off for extensive overtime worked.
- e) This section does not preclude signed overtime agreements between employee groups and the employer.

# 7. **LEAVE OF ABSENCE** (Other than Sick Leave and Annual Vacation)

- a) Applications for short term leave of absence, of up to three (3) days, without pay, may be granted at the discretion of the Supervisor. Leave granted under this provision shall not exceed six (6) days in any school year.
- b) Application for leave of absence for more than three days shall be submitted to the Superintendent of Schools or designate.
- c) An employee, other than casual employees, is entitled to a leave of absence with pay and such leave is deemed to be an authorized absence approved by the Board, where an employee is absent for:
  - i. not more than six (6) days due to critical illness or death of a spouse, child, parent, parent-in-law, step-parent or step-child plus any required traveling time not exceeding two (2) days. The supervisor or designate may arrange for an expression of sympathy upon the death of an employee's immediate family member (spouse, child, parent, parent-in-law, step-parent or step-child);
  - ii. not more than two (2) days due to death and one (1) day due to critical illness of a grandparent, grandchild, brother, sister, son-in law, daughter-in-law, sister-in-law, or brother-in-law, plus any required traveling time not exceeding two (2) days. Critical illness shall be interpreted as a person placed on a critical list by a medical doctor;
  - iii. not more than one (1) day to attend the funeral of an aunt, uncle, niece, or nephew plus any required traveling time not exceeding two (2) days;
  - iv. not more than two (2) family medical day in a school year to attend to the medical needs of a child, step-child, spouse, parent, step-parent or parent-in-law;
  - v. not more than one (1) day in a year for the adoption of a child;
  - vi. not more than one (1) day in a year during confinement in a hospital of an employee's spouse for the birth of a child.

- d) An employee who has been granted leave of absence of any kind or for any period, and over-stays his/her leave of absence without permission, shall be assumed to have abandoned his/her position with the Board and may be terminated.
- e) The employer shall grant maternity and/or parental leave after the birth or adoption of a child pursuant to Alberta Employment Standards. The employer reserves the right to provide Supplemental Unemployment Benefits (SUB). The SUB tops up the Employment Insurance (EI) benefits an employee receives to a maximum of 100% of an employee's pre-maternity leave earnings. The SUB shall only be paid for the health-related portion of an employee's maternity leave or for the period covered by an employee's accumulated sick leave, whichever is less to a maximum of 17 weeks.
- f) An employee who is summoned to court as a witness or jury duty will be given leave with pay, provided the employee remits to the office any stipend but excluding any actual expenses set by the court.
- g) If the time of event conflicts with an employee's regular working hours, a maximum of one (1) day with pay will be allowed for employees (other than casual employees) to attend the following:
  - i. their own wedding or that of their child; or
  - ii. their own graduation or that of their spouse or child;
- h) Additional unpaid, job protected leaves shall be granted as per Alberta Employment Standards. These leaves shall be taken at no cost to the Board.

## 8. SICK LEAVE

- a) Eligible full-time, employees accrue a total of one and one half (1.5) days sick leave per month. Eligible part-time employees accrue sick leave entitlement on a pro-rated basis based on their FTE.
- b) Sick leave shall accumulate to a maximum of ninety (90) working days. This maximum is pro-rated for part-time employees based on their FTE.
- c) Sick leave may be used for an employee's *personal* illness, injury, disability or for the medical diagnosis, care, or treatment of an illness, injury, or health condition.
- d) Sick Leave shall also apply to reasonable travel time to attend appointments for the medical diagnosis, care, or treatment of an illness, injury, or health condition within the school division boundaries. The use of travel time outside the school division boundaries may only be granted at the discretion of the Director of Human Resources and Labour Relations or designate.
- e) Employees may be required to provide a medical certificate for any sick leave greater than three (3) days.
- f) Employees must notify their Supervisor of any sick leave related absence as soon as possible as well as submit the sick leave details via the Human Resource Management/Leave Management System.

- g) If an employee is unable to resume duties after sick leave entitlement is used, the employee may be terminated at the discretion of the Superintendent of Schools or designate.
- h) Sick leave accumulated will automatically be cancelled upon the resignation or termination of an employee.

The Board recognizes alcoholism and other drug abuses as a treatable health problem covered under regular sickness benefits. Employees affected are expected to seek treatment as they would for any other illness which impairs performance of their work. If the employee fails to respond to treatment, and as a result his/her work performance deteriorates, the Board may terminate his/her employment. The use of alcohol, cannabis and all derivatives or non-medical drugs during working hours is not allowed. The use of such items may result in the suspension or termination of the employee. An employee may be suspended immediately and be expected to seek medical treatment. In these situations, employees should refer to the Board's Employee Inappropriate Substance Use policy.

# 9. ANNUAL VACATIONS (this article does not apply to Bus Drivers)

- a) Vacations will be scheduled by management after considering operational requirements and individual employee preference. An employee's unused vacation accrual on the 31<sup>st</sup> of August each year shall not exceed 20 days unless the employee, with the approval of the Superintendent or designate, requests carry forward of vacation entitlement to the next year. Instances of carry forward shall not exceed 20 days.
- b) Regular monthly employees may not continue to work at his/her regular position and draw vacation pay in lieu of taking his/her vacation.
- c) Employees who are granted leave of absence, maternity/parental leave, or disability leave, shall not accumulate vacation for the portion of time away from employment.
- d) Vacation pay owed at termination will be paid as per Alberta Employment Standards using the vacation rates identified in e).
- e) Vacation time shall be earned at the following rates for eligible full-time employees. Eligible part-time employees shall earn vacation on a pro-rated basis based on their FTE:
  - i. 3 weeks per year for each of the 1<sup>st</sup> through 7<sup>th</sup> years of employment,
  - ii. 4 weeks per year for each of the 8<sup>th</sup> through 15<sup>th</sup> years of employment, or
  - iii. 5 weeks per year for the 16<sup>th</sup> year and each year thereafter.

Vacation time shall be calculated and accrued on a monthly basis.

- f) Vacation pay will be paid monthly at the following rates: (Vacation pay is not paid to employees who receive paid vacation leave.)
  - i. 6% of earnings if employee is entitled to three weeks of vacation, or

- ii. 8% of earnings if employee is entitled to four weeks of vacation, or
- iii. 10% of earnings if employee is entitled to five weeks of vacation.
- g) Each Supervisor is responsible for monitoring and ensuring all vacation leave for their employees is submitted via the Human Resource Management/Leave Management System.
- h) In instances where an employee ceases to work for the Board and is subsequently re-hired, the employee's vacation accrual rate from the prior period of employment is not re-instated.
- i) Supervisory personnel shall schedule annual vacations with the Superintendent of Schools and designate.
- j) Superintendent staff, Directors of Transportation, Human Resources and Labour Relations, Facilities, Secretary Treasurer, Corporate Secretary, and Information Technology Coordinator may accumulate a maximum of twenty (20) days of unused vacation and when the employee leaves the employ of the board, he/she shall receive salary in lieu of the number of days accumulated. The Superintendent or designate may approve the carry forward of a maximum of twenty (20) additional days of unused vacation to the next year if a plan is presented outlining the use of the vacation time.

# 10. STATUTORY AND BOARD HOLIDAYS

The Board will observe each of the following days as a general, statutory or Board holiday:

New Year's DayFamily DayGood FridayEaster Monday\*Victoria DayCanada DayHeritage DayLabour DayThanksgiving DayRemembrance DayChristmas DayBoxing Day

If the holiday falls on non-working day,

- a) the date of the holiday will be moved to the working day immediately before or after the official holiday date, or
- b) the employee shall receive pay in lieu of the holiday.

The determination will be made by the Superintendent of Schools or designate.

Determination of eligibility for statutory holidays will be made in accordance with Alberta Employment Standards.

#### 11. PAY AND PAY DAYS

Employees shall be paid in accordance with the Salary Schedules applicable to their position.

a) Paydays are scheduled as follows:

<sup>\*</sup> Easter Monday or the first Monday of a Spring Break as designated on the official School Calendar.

5<sup>th</sup> day of the month

- Bus Drivers
- Board Members

Last banking day of the Month

All other staff including:

- Bus shop employees
- School support staff
- Maintenance Employees
- Central Office Staff

In the event that a pay day falls on a non-scheduled work day or holiday, the Board will attempt to pay employees on the last scheduled work day before the pay day. However, the pay day will be no later than the first scheduled work day following the pay day.

- b) If a time sheet is not received by the payroll office on the designated due date for that group, the time sheet will be scheduled for the next pay day for that group. Any deviation from this provision must receive prior approval from the Superintendent of Schools or designate.
- c) All new employees hired will personally visit the Director of Human Resources & Labour Resources or designate prior to starting work, to provide all payroll information. No pay shall be released until documentation is complete.

## 12. BENEFITS

- a) Eligible, full-time employees are required to participate in the Board's benefit plan.
- b) Eligible, part-time employees with an assignment of 17.5 hours per week or greater are required to participate in the Board's benefit plan.
- c) Temporary, casual and/or seasonal employees are not eligible to participate in the Board's benefit plan.
  - Any deviation from this provision will require prior approval from the Superintendent of School or designate.
- d) The Board's benefit plan consists of the following benefits: Life Insurance, Accidental Death & Dismemberment Insurance, Extended Disability Benefit, Extended Health Care, Dental Care, and Vision Care. Coverage for Life Insurance, Accidental Death & Dismemberment Insurance and Extended Disability Benefit are mandatory. Coverage for Extended Health Care, Dental Care and Vision may be waived if the employee has alternate coverage under a spouse's plan.
- e) Effective September 1, 2019, the Health Spending Account will increase to \$725.00. Effective September 1, 2022 the Health Spending Account is changed to a combined Health Spending Account/Wellness Spending Account.
- f) The Board's contribution to the benefit plan premiums is 95% for full-time employees. The Board's contribution to the benefit plan premiums is pro-rated for part-time employees based on their FTE. The pro-ration of the Board's contribution to the benefit premiums for part-time employees is based on the

- Board's contribution to the benefit premium support for full-time employees (i.e. the Board's contribution to the benefit premiums for an employee with an FTE of 0.50 will be 47.5%).
- g) The Board's contribution to the benefit plan premiums shall permit the Board to retain and not pass on any rebate of Employment Insurance premiums otherwise required under the EI Premium Reduction Program.
- h) In cases of prolonged illness, the employer shall provide the dental and vision benefit premiums for a minimum of 2 years, or the number of years the employee has been employed by the Employer prior to accessing extended disability benefits, to a maximum of 10 years.
- i) The Board may also offer a Group RRSP program (RRSP providers to be established by the Board) for employee participation at no cost the Board.
- j) Effective September 1, 2019, the Board will continue paying its portion of benefit plan premiums for the first 16 weeks of maternity leave (including Health Spending Account) and 36 weeks of parental leave (not including Health Spending Account), providing the employee makes arrangements for payment of their portion.

#### 13. PENSION PLAN

- a) Eligible, full-time, permanent employees must participate in the Local Authorities Pension Plan (LAPP) following a one year probationary period.
- b) Eligible, part-time permanent employees with an assignment of 20 hours per week or greater must participate in the LAPP following a one-year probationary period.
- c) Temporary and/or casual employees are not eligible to participate in the LAPP.
- d) Educational Assistants and Bus Drivers are not eligible to participate in the LAPP due to the temporary nature of their positions and fluctuating nature of their assignments.
- e) Once enrolled in the LAPP, employees in a) and b) are eligible to purchase the probationary period as optional service in accordance with LAPP guidelines. The employer's liability for the employer portion of the cost to purchase will be in accordance with LAPP guidelines.
- f) Employee and employer contribution rates are set by the LAPP Board.

#### 14. CONFLICT OF INTEREST

a) For the purposes of this article, relative will be defined as any of the following to an employee: spouse or partner as defined by ASEBP, mother, father, mother-in-law, father-in-law, son, daughter, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, nephews, nieces, uncles, aunts, step-children or step-parents.

- b) No employee will engage in activities outside of his/her employment which are contrary to the interest of the Board, or which conflict with his/her obligation to the Board.
- c) No employee who has an interest in a business, is related to, or closely associated with that individual, will participate in decisions affecting the suppliers, or other business or individual dealing with the Board.
- d) No employee will participate in a decision affecting the recruitment, promotion, discipline, or evaluation of a relative.
- e) No relatives will be employed by the Board in the same department where a direct reporting relationship will be created. In special circumstances, personnel may be exempt from this provision by the Superintendent.
- f) Employees will not accept gifts other than items of nominal value, from suppliers, or other persons or agencies with whom they are dealing on behalf of the Board. All gifts are the property of the Board.
- g) Employees are required to disclose any and all situations of potential conflict of interest to their Supervisor immediately.

#### 15. CONFIDENTIALITY

- a) Confidential information shall be determined by the Superintendent of Schools or designate, marked confidential and treated accordingly. The following are automatically confidential:
  - i. Payroll files
  - ii. Personnel files
  - iii. Student record files
  - iv. Any personal information of an employee
- b) Any employee revealing confidential information may be terminated immediately.

#### 16. DISCIPLINARY ACTION AND DISMISSAL

## (Excluding staff covered under a Collective Agreement)

- a) Where in the discretion of the Superintendent of Schools or designate there is reasonable ground(s) to believe:
  - i. an employee is impaired while at work; or
  - ii. that the presence of an employee is detrimental to the health and/or safety of the public and/or other employees; or
  - iii. that the presence of an employee is detrimental to the Board property and/or equipment; or
  - iv. that the employee has been guilty of gross misconduct, neglect of duty or refusal or neglect to obey a lawful order of the Board; or

v. where the Superintendent of Schools or designate has determined that the performance of an employee is unsatisfactory;

the Superintendent of Schools or designate may dismiss that employee.

- b) All disciplinary action is documented and placed in the personnel file of the individual employee.
- c) Suspensions may occur or the employee may be dismissed at any time upon written notice from the Supervisor. The reasons for such dismissal may be stated on the notice.
- d) Disciplinary action may include suspension without pay.
- e) The Superintendent of Schools and Director of Human Resources & Labour Relations shall be informed immediately *upon* disciplinary action considered by a Supervisor.
- f) All dismissals shall be approved by the Superintendent of Schools or designate and the Director of Human Resources & Labour Relations after consultation with the Board's solicitor.
- g) All dismissals will be reported to the Chairman of the Board by the Superintendent of Schools or designate and the Director of Human Resources and Labour Relations.

#### 17. RETIREMENT

- a) The Board may pay for a retiring employee and escort to attend a function at which that employee (with more than ten years of long service) will be receiving a retirement presentation.
- b) The Board may contribute to the cost of a function for a retiring Trustee or a member of the Management Team.
- c) The Board will provide a retirement gift as per Policy GBN.

## 18. <u>DRESS AND SAFETY STANDARDS</u>

- a) Dress standards must meet health and safety requirements.
- b) Supervisors may develop professional, business dress standards for their employees as approved by the Superintendent of Schools or designate.

#### 19. EDUCATIONAL SUPPORT

- a) The Board may provide support for course fees to employees who wish to follow educational programs relevant to their work. The employee will be required to present a request to the Superintendent of Schools or designate, outlining in detail the program to be followed and related costs thereof.
- b) Upon the successful completion of any approved course funded by the Board, the employee shall submit the final grades and receipt of course payment to the

Department Head and Superintendent of Schools or designate prior to any approved costs being reimbursed.

# 20. APPRENTICESHIP

- a) Employees of the Board participating in an apprenticeship program may be temporarily laid off and may be eligible to receive employment insurance benefits.
- b) The employee will not lose seniority while away from the Board on an apprenticeship program.
- c) The employee is eligible to continue his/her participation in the Board's benefit plan with the Board maintaining their same contributions as was paid prior to the employee attending an apprenticeship program.
- d) Participation in the LAPP while on an apprenticeship program shall be in accordance with LAPP guidelines.

# 21. CONFERENCE, SEMINAR, WORKSHOP ATTENDANCE

- a) Employees may attend conferences, seminars, workshops or activities related to their jobs, subject to prior approval of the Supervisor responsible for the budget expense.
- b) Whenever possible, an employee that has a Board vehicle designated for his/her use, is expected to use that vehicle for transportation to and from conferences, seminars, workshops, and any other approved activities or events related to their position;
- c) The Superintendent of Schools or designate may authorize Supervisors to attend conferences, seminars, workshops or activities related to their positions.

#### 22. PUBLIC INQUIRIES

- a) When communicating to the public, ensure that you have the facts.
- b) If a problem arises with the public over a Board Policy, refer the matter to a Supervisor.
- c) Refer all matters dealing with the press to the Superintendent of Schools or designate.

## 23. <u>DEATH OF AN EMPLOYEE</u>

In the event of the death of a long term employee, not covered under another collective agreement, a death benefit will be paid to a surviving spouse, common-law partner, heir or estate in accordance with Canada Revenue Agency guidelines as per the following schedule:

- a) for an employee with more than fifteen (15) consecutive years of service, a payment equal to two months' salary at the time of death or
- b) for an employee with more than twenty (20) consecutive years of service, a payment equal to three months' salary at the time of death.

This article does not affect any salary, wages, vacation pay or any other monies that the employee's estate is entitled to. This article only applies to employees who are still employed with the Board and does not apply to retired or terminated employees.

## 24. <u>SEXUAL HARASSMENT</u>

- a) The employer agrees that no form of sexual harassment shall be allowed in the workplace and the employer undertakes to discipline any employee, manager, or client engaging in sexual harassment.
- b) Sexual harassment is defined as unwelcome sexual advances, requests for sexual favours, or other verbal or physical conduct of a sexual nature when:
  - i. submission to such conduct is made either explicitly or implicitly a term or condition of employment;
  - ii. submission to or rejection of such conduct is used as the basis for action affecting that employee;
  - iii. such conduct has the purpose or effect of interfering with an employee's work performance or creating an intimidating, hostile or offensive working or educational environment; or
  - iv. the perpetrator knows or ought to know that the conduct is unwelcome.
- c) Whenever an employee feels he/she has been sexually harassed, he/she shall have the right to use the following procedure. However, this article shall not be construed as in any way limiting an employee's right to seek redress through another legal procedure available to him/her and the employer agrees that it will not attempt to prevent an employee from seeking redress either through the courses of the Alberta Human Rights Commission by reason of the fact that an employee has followed this procedure.
- d) In cases of sexual harassment, the employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty pending determination of the grievance.
- e) The employer shall undertake to investigate all alleged occurrences expediently.
- f) Both parties agree that all proceedings and the results thereof will be dealt with in the strictest of confidence. The employer agrees to support its employees during the process of redress arising from related situations. The victim or griever shall be protected from repercussions which might result from his/her complaint.

#### 25. **DISPUTES**

a) Should a dispute arise between an employee and a Supervisor/other employee regarding interpretation of this policy and/or wages or benefits, it shall be resolved in the following manner:

# Step 1:

The employee shall, within seven days of the event causing the dispute, submit in writing to the Director of Human Resources and Labour Relations an outline of the reasons for the appeal.

# Step 2:

The Director of Human Resources and Labour Relations shall render a decision in writing to the employee within seven days of receipt of the appeal.

# Step 3:

Failing a satisfactory resolution of the appeal, the employee shall submit in writing his/her appeal to the Superintendent within seven days of the receipt of the decision of the Director of Human Resources and Labour Relations.

#### Step 4:

The Superintendent shall, as soon as possible following receipt of appeal, and with two representatives from the Management Team not directly involved in the appeal or dispute review and render a final decision. This final decision shall not be appealed.

#### 26. NORTHERN TRAVEL BENEFIT

For non-certificated staff ten percent (10%) of all salary to a maximum of \$4,500 per year is deemed to be a travel assistance benefit paid in a designated area as defined by Revenue Canada and the amount shall be indicated on each employee's T-4 slip. (The provision of the 'benefit' shall not add to the cost of salary or benefits to the employer as the 10% is deemed to be part of and included in the salaries contained in the personnel policy and employee contracts. The 'benefit' shall be in accordance with Revenue Canada guidelines). **REFERENCE: Board Motion 260-96** 

# 27. SPECIAL CIRCUMSTANCES

The Board may consider deviations from this Personnel Policy due to special circumstances presented by an employee.

#### REFERENCES

Cross References: Legal Reference: BM#: 20180426.1010

<b>Review Date</b>	Board Motion #	<b>Exhibits Changed</b>
June 22, 1995	311-95	

<b>Review Date</b>	<b>Board Motion #</b>	<b>Exhibits Changed</b>
September 12, 2002	161-02	
September 26, 2002	171-02	
February 13, 2003	29-03	
August 11, 2003		
December 11, 2003	244-03	
January 22, 2004	10-04	
February 19, 2004	34-04	
September 23, 2004	149-04	
November 18, 2004	185-04	
March 10, 2005	50-05	
April 21, 2005	78-05, 79-05, 80-05	
August 18, 2005	132-05	
September 22, 2005	153-05	
November 24, 2005	204-05	
March 2, 2006	54-06	
September 14, 2007	148-06	
December 14, 2006	218-06	
August 16, 2007	166-07	
September 5, 2007	174-07	
September 27, 2007	186-07	
January 24, 2008	20-07	Salary Schedule BD
March 6, 2008	48-08	Salary Schedule BD
April 17, 2008	75-08	Salary Schedules SS & BD
August 18, 2008	20080818-1005	Exhibits 1 – 9, Policy Sec # 9 & 12
December 10, 2009	20091210.1010	Policy Appendix C & Exhibits 1-9
November 18, 2010	20101118.1012	Policy Section 12.h
February 3, 2011	20110203.1010	Exhibits 1-9
February 2, 2012	20120202.1010	Exhibit 7
September 8, 2011	20110908.003	Exhibit 7
April 05, 2012	20120405.1007	Exhibits 1-9
October 12, 2012	20120405.1007	Exhibits 1-9
May 9, 2013	20130509.2008	Appendix A & C, Exhibits 3 & 4
September 12, 2013	20130912.1004	Exhibit 7
December 11, 2014	20141211.1004	Exhibits 1-9
June 18, 2015	20150618.1003	Exhibits 1-9
October 5, 2017	20171005.1005	All
April 26, 2018	20180426.1010	8.h.
June 21, 2018	20180621.1010	8.h
May 30, 2019	20190530.1014;	12.e)
	20190620.1016;	
June 16, 2022	20220616.1008	
September 29, 2022	20220929.1009	
September 28, 2023	20230928.1010	7.c)iv.; 10; 14.a.
May 22, 2025	20250522.1006	2.d); 9.j)

**Next Review:** Annual